



HH MARK PELLING KC

INTERNATIONAL ARBITRATOR

CALL: 1979

SILK: 2003

Mark accepts appointments as an international arbitrator and mediator. He will also sit as a judge in the DIFC Court of Appeal from February 2026.

Mark's appointment to the DIFC Court demonstrates his experience in the region developed during his practice as an English Barrister for over 27 years as well as the substantial experience he has acquired trying Commercial Court cases since 2019.

He is an arbitrator, qualified mediator and adjudicator and previously served on the board and was Chairman of the Board of Governors of Ravensbourne College of Design and Communications until 2000.

CONTACT

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When in practice as a Barrister, Mark was regularly appointed as arbitrator and instructed in cases and in an advisory capacity in the GCC region as well as appearing in arbitrations and in similar capacities in Bangladesh, Gibraltar, Isle of Man, India, Russia, and Switzerland. He was called to the Bars of Gibraltar and Northern Ireland for the purpose of conducting particular specialist cases in those jurisdictions. He has particular expertise in cases concerning: contractual, banking and finance, competition, insurance, construction, engineering, technology, competition, shipping and cross border fraud.

Mark grew up and was educated in North East London. He read law at Kings College London and was called to the Bar by the Honourable Society of Middle Temple in 1979 who awarded him the Lloyd Jacob Exhibition in 1978. In 1979, he was awarded the Van Heydon de Lacey Memorial Exhibition by the Inns of Court School of law. He practiced from Monckton Chambers and later 3VB, where he specialised in commercial and construction litigation both in the Courts in England and Wales and in arbitration both in London and internationally. He was appointed a QC (now KC) in 2003. He was elected a bencher of the Honourable Society of Middle Temple in 2011.

In 2003, he was appointed a Civil Recorder and in February 2006 begun to sit as a High Court Judge in the Queens Bench and Chancery Divisions, Circuit Commercial Court, Technology and Construction Court. Later also sitting in the Administrative and Planning Courts of the High Court and the Upper Tribunal, Immigration and Asylum Chamber. In 2019, he was appointed Judge in Charge of the London Circuit Commercial Court ("LCCC") and authorised to set as a Judge of the Commercial Court. Since 2019, Mark has undertaken a substantial amount of trial work in the Commercial Court as well as hearing a significant number of arbitration claims concerning challenges under ss.67-69 of the UKs Arbitration Act 1996. He has lectured extensively both in the UK and elsewhere for which he was recognised by being elected an Honorary Bencher of the Hon Society of the Kings Inns, Republic of Ireland. He is a specialist editor of the White Book – the authoritative text book concerning the Civil Procedure Rules, Practice Directions and Specialist Court guides for the Courts of England and Wales. He is also primary editor of the 2022 edition of the Circuit Commercial Court Guide and its 2023 revision.

Mark is very well known for his commitment to the court system and legal development. Whilst combining his permanent role as a Specialist Senior Circuit Judge, he led projects concerning the redeployment of judiciary based in closing courts, introduction of IT change, flexible hours and utilisation pilots and programmes. On becoming the LCCC's lead judge he (a) implemented change to LCCC practice by making the court a paperless court; (b) standardised case management directions; (c) implemented a default remote hearing rule for hearings of 1/2 day or less whilst encouraging such hearings for all interim applications of up to 1 day; (d) created a specialist sub list with dedicated hearing windows for Arbitration Claims ensuring that they are heard speedily mainly by full time authorised judges; and (e) instituted a monitoring system for judgments so as to ensure that all judgments are delivered within a period of 3 months or less. Mark has been heavily involved in managing the relationship between the LCCC and the Commercial Court leading to a practice direction in 2025 providing for commencement of most Commercial Court work with a value at risk of £7m or less in the LCCC and for the transfer of cases with such values from the Commercial Court to the LCCC.

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ALL FUTURE JUDGMENTS CAN BE VIEWED BY CLICKING [HERE](#)

LIST OF SIGNIFICANT CASES (COMMERCIAL COURT)

Arbitration Claims

Operafund Eco-Invest Sicav Plc v. Kingdom Of Spain [2025] EWHC 2874 (Comm)

Assignability of ICSID Convention arbitral awards against sovereign states

Eletson Gas LLC v. A Limited and others [2025] EWHC 1855 (Comm)

Appointment of arbitrator by deadlocked company governed by BVI Law; Ability of party to rely on previous US arbitral award not registered and under challenge as having been obtained by fraud

Pannonia Bio Zrt v. Chemia Bomer E. Marciniak sp.k. [2025] EWHC 1005 (Comm)

Challenge under section 67 of the (UK) Arbitration Act 1996 challenging decision of an LCIA arbitration tribunal; Tribunal had no jurisdiction in respect of individual's claim following statutory business transformation under Art 584 of Polish Commercial Companies Code by which all contractual rights including rights under arbitration agreements transferred to successor company leaving individual with no right to refer to arbitration and tribunal with no jurisdiction to resolve individual's claim

Google LLC v. NAO Tsargrad Media and No Fond Pravoslavniy Televideniya [2024] EWHC 2212 (Comm)

Google granted anti-suit and anti-enforcement injunctions against Russian companies to prevent them seeking to enforce in foreign jurisdictions Astreinte orders imposing compounding fines exceeding US\$1.8 octillion obtained in breach of exclusive jurisdiction and arbitration agreements.

AZ v. BY [2024] EWHC 1847 (Comm); [2024] 2 Lloyds rep 269

The outcome of an arbitration was governed by the Dispositif within the award and not the narrative reasons for the decision.

Republic of Kosovo v. Contourglobal Kosovo LLC [2024] EWHC 877 (Comm).

Application under section 86 of the (UK) Arbitration Act 1996 by Government of Kosovo challenging award of majority of an ICC Tribunal on the basis that the tribunal had created a reasonable expectation that the tribunal would not determine quantum without further evidence or submissions dismissed.

Commercial Claims

Viegas and others v. Cutrale [2025] EWHC 3158 (Comm)

Claim by over 1500 orange growers against orange juice producers in Brazil for anti-competitive cartel activity. Preliminary issue as to whether claims time barred according to the laws of Brazil. Claims dismissed as time

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barred. Effect given to decisions of the highest relevant Court in Brazil in face of challenge as to correctness by the claimants.

Beograd Innovation Ltd v Somovidis [2025] EWHC 1182 (Comm); [2025] 1 WLR 3208

Debtor made bankrupt in Russia. Creditor bringing claim in High Court for enforcement of Russian judgment against debtor's properties in England. Debtor applied for stay of claim on ground Russian bankruptcy law precluding making of claims outside bankruptcy. Held Issue resolved in favour of Russian claimant.

Palmali Shipping Sa V Litasco SA [2025] EWHC 1149 (Comm)

Contract of affreightment was void as a matter of Swiss law because when it was entered into on behalf of the defendant company by its chief executive officer there was a clear conflict of interest between his personal interests and those of the defendant and it was not in the defendant's best interests, in each case as the claimant company well knew. In any event parties had not intended contract to have legal effect and as a matter of English law it was in part void as an agreement to agree

Coupang Corp v. DAZN Group Limited [2025] EWHC 1254 (Comm)

Parties entered into contract by which defendants would sub licence to the claimant streaming service the broadcast rights for club world cup football competition; whether the minimum necessary for an concluded agreement had been agreed; whether specific performance should be ordered or whether damages would be an adequate remedy.

Macdonald Hotels Limited v. Bank Of Scotland Plc [2025] EWHC 32 (Comm)

Terms of facility agreement precluded borrower from disposing of assets or creating any security without prior approval; Bank did not act in bad faith by refusing to consent to a borrower's request to grant security to another lender. Whilst the provisions were subject to an implied term requiring the bank to act in good faith that term as not breached when bank preferred its own commercial best interests over those of its customer.

Songa Product and Chemical Tankers Iii As v Kairos Shipping II LLC [2024] EWHC 3452 (Comm)

Dispute concerning proper interpretation of clause 29 of the Baltic and International Maritime Council ("BIMCO") Barecon 2001 standard form of bareboat charter. Appeal under s.69 of the (UK) Arbitration Act 1996 from LMAA tribunal. Whether owners entitled to retake possession "... at a port or place convenient to them..." entitled them to demand that ship be sailed by Charterers from Stockton California to Trogir, when owners could reasonably have taken possession at Stockton.

Gorbachev v. Guriev [2024] EWHC 2174 (Comm)

Claim by claimant that he was entitled to 24.75% of the defendant's shares in PJSC PhosAgro, a Russian company that is publicly quoted both in Moscow and on the London Stock Exchange ("LSE") was dismissed following 23 day trial

Granville Technology Group Limited (In Liquidation) and Ors v. LG Display Co. Ltd [2024] EWHC 13 (Comm)

Claim concerning how damages in a follow on competition law claim against cartel members are to be quantified and territorial scope of EU competition law on anti-competitive agreements made outside the EU.

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Virgin Enterprises Limited v. Brightline Holdings LLC [2023] EWHC 2240 (Comm)

Def had wrongly purported to terminate its contract with C under which it had been licenced to use the Virgin brand by alleging brand was no longer of international high repute and continued use of the brand would damage the reputation of D. Detailed analysis over 11 days of detailed technical and statistical evidence.

International Cases

OCM Singapore Njord Holdings Hardrada Pte Ltd v Gulf Petrochem FZC

Under [OCM Singapore Njord Holdings v Gulf Petrochem FZC \[2022\] EWHC 57](#), HHJ Pelling KC granted summary judgment against the defendant. The case focused on Letters of Indemnity (LOIs) used to discharge seaborne oil cargo without the presentation of original bills of lading.

Aramco Trading Fujairah FZE v Gulf Petrochem FZC

In August 2021, HHJ Pelling KC ordered Gulf Petrochem to pay over **SG\$7.8 million (\$5.8 million)** as security. He ruled that if the company failed to comply, its defense would be struck out and judgment entered automatically for Aramco.

Frontier Holdings Ltd & Spud Energy Pty Ltd v Petroleum Exploration (PVT) Ltd

While HHJ Pelling KC resolved the London-seated arbitration claims, his judgment directly addressed and managed the interaction with parallel **ICC arbitration proceedings actively running in Singapore** (the "Singapore Arbitration"), where jurisdictional limits were being fiercely contested.

G2 Ocean AS v Tokio Marine Brasil Seguradora SA

In this 2026 commercial claim ([\[2026\] EWHC 997](#)), HHJ Pelling KC evaluated a complex maritime jurisdiction dispute. The matter heavily turned on structural contract incorporations and formal document legalities explicitly tied to a **Singaporean corporate entity**.

HK Ship II AS and another v GTLK Asia Ltd

In August 2023, HHJ Pelling KC presided over case management and structural enforcement orders concerning the Hong Kong entity following sweeping international sanctions.

Operafund Eco-Invest SICAV Plc v Kingdom of Spain (The Australian Clash)

The Dispute: In a landmark 2025 judgment (EWHC 2874), HHJ Pelling KC was asked to rule on whether a €29.3 million ICSID arbitration award could be assigned to a third party.

David Lee Rapp and Prime Energy Markets FZCO v Axis Limited & Ahria Esphandiar Roushanbakhti

The Dispute: Operating as an International Judge for the Dubai International Financial Centre (DIFC) Courts, HHJ Pelling KC presided over a fast-moving, multi-jurisdictional non-compete injunction dispute in March 2026.

G2 Ocean AS v Tokio Marine Brasil Seguradora SA

The Dispute: A 2026 maritime jurisdiction challenge where structural contract incorporation and heavy bills of lading logistics were litigated in London but legally bound to a Hong Kong shipping and corporate layout.

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Chow v Bird & Bird

A major professional negligence claim involving a prominent Hong Kong investor, Ms. Chow, who sued the global law firm Bird & Bird over a £29 million real estate transaction.

Sports

Everton FC v. Sail Group Ltd [2011] EWHC 126 (QB) addresses the authority of a director of a sports event management company to bind a football promoter, a relevant aspect in sports law cases. In Berg v. Blackburn Rovers FC [2013] EWHC 1070 (Ch), the focus is on the effect of a fixed-term club manager's contract, which can sometimes intersect with issues found in banking litigation. The case of Bony v. Kacou [2017] EWHC 2146 (Ch) examines whether a former player's agent had incorporated FA Rules into a contract with the player, mandating that disputes be settled by arbitration under those Rules, highlighting the significance of construction arbitration in sports contexts. Winlink Marketing Ltd v. Liverpool FC [2020] EWHC 2271 (Comm) explores the proper interpretation of a contract between the club and a marketing intermediary, a subject that can also relate to insurance disputes. Finally, Newcastle United FC v. FA Premier League [2021] EWHC 349 (Comm); [2022] 1 Lloyds Rep 183 discusses whether an arbitrator exhibited apparent bias, leading to questions about disqualification, while the subsequent case at [2021] EWHC 450 I(Comm) considered the potential anonymization of the judgment, further demonstrating the complexities in international investment law and sports law cases.

Banking and Finance

Barclays Bank Plc v VEB.RF [2024] EWHC 225 (Comm) (and subsequent decisions) is a significant case in the realm of banking litigation. It revolves around an anti-suit injunction aimed at restraining proceedings in Russia concerning a London-seated LCIA arbitration under an International Swaps and Derivatives Association (ISDA) Master Agreement.

In another pivotal case, Operafund Eco-Invest SICAV Plc and another v. Kingdom of Spain [2025] EWHC 2874 (Comm) (and related cases), the focus is on the enforcement and assignability of an investment treaty arbitration award under international investment law, specifically against Spain. This case delves into intricate issues related to state immunity and the enforcement mechanisms available through the English courts, which are also relevant in the context of construction arbitration and insurance disputes.

Insurance

UK P&I Club NV v Republic of Venezuela [2022] EWHC 1655 (Comm) involves an anti-suit injunction against Venezuela to halt local claims initiated in breach of an insurance contract's London arbitration clause, a common issue in banking litigation.

Shapoorji Pallonji & Company Private Ltd v Yumn Ltd & Anor [2020] EWHC 862 (Comm) (and subsequent decisions) addressed the role of an emergency arbitrator's decision made in parallel with ongoing court proceedings, relevant to construction arbitration.

Eletson Gas LLC v A Limited & Ors [2025] EWHC 1855 (Comm) focused on a dispute between two rival groups over the valid appointment of an arbitrator on behalf of a company. Pelling J clarified key principles regarding the recognition and enforcement of foreign arbitral awards in England and Wales, particularly in the context of

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international investment law and parties who had not participated in the arbitration (under section 72 of the Arbitration Act 1996).

Hongfa Shipping Co. Ltd v MS Amlin Marine N.V. and another [2021] EWHC 999 (Comm) dealt with the interpretation of an exclusion clause in a marine liability insurance policy, touching on broader themes in insurance disputes.

Spire Healthcare Ltd v Royal & Sun Alliance Ltd [2021] EWHC 1207 (Comm) saw Pelling J rule on an aggregation clause within a medical negligence insurance policy, addressing complex issues about how causes and losses are defined under insurance policies, which is significant in the realm of sports law cases.

Technology and Construction

Shapoorji Pallonji & Company Private Ltd v Yumn Ltd & Anor [2021] EWHC 862 (Comm) is a key authority on performance bonds within construction arbitration contexts. Pelling J addressed whether a court should grant an injunction to prevent a call on a bond when an Emergency Arbitrator had already been involved in the proceedings, which is significant in banking litigation as well.

General Dynamics United Kingdom Ltd v State of Libya [2024] EWHC 472 (Comm) involves a communications system contract and serves as primary authority on the enforcement of arbitration awards against states, touching upon aspects relevant to international investment law.

Operafund Eco-Invest SICAV Plc v Kingdom of Spain [2024] EWHC 2874 (Comm) pertains to the registration and enforcement of an ICSID arbitration award arising from renewable energy investments. This judgment explored complex issues of state immunity and the finality of international arbitration awards under the 1966 Act, which can also intersect with insurance disputes.

Tecnimont SPA v LLC EuroChem North-West-2 [2022] (continued by Pelling J) is related to an anti-suit injunction (ASI) aimed at protecting bond-related payments from being delayed by foreign proceedings, thereby highlighting crucial elements in construction arbitration.

Providence Building Services Ltd v Hexagon Housing Association Ltd [2024] saw Pelling J rule on the interpretation of JCT Design and Build termination clauses and the validity of adjudication awards following contract termination, showcasing important considerations in sports law cases as well.

Engineering

AZ v BY ** [2024] EWHC 1855 (Comm)** (hearing July 2024) is a case concerning the Master Sales Agreement for liquefied natural gas (LNG) engineering and transport. In this matter, Pelling J addressed the construction arbitration of arbitral awards and the 'revival of jurisdiction,' emphasizing the importance of clarity in tribunal decisions, particularly in energy-sector arbitrations, which can also relate to broader topics such as banking litigation, insurance disputes, and international investment law.

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Transportation

Eletson Gas LLC v A Limited & Ors ** [2025] EWHC 1855 (Comm)**

Sector: Shipping (Oil Tankers)

This case involved a dispute over the bareboat charter of three oil tankers. Pelling J ruled on a challenge under section 32 of the Arbitration Act 1996 regarding which of two rival boards had the authority to appoint an arbitrator for the company, an issue that could have implications in banking litigation as well.

FW Aviation (Holdings) 1 Ltd v VietJet Aviation Joint Stock Company ** (First Instance Stage)**

Sector: Aviation

Pelling J handled earlier stages in the Commercial Court. The dispute related to aircraft leasing and the enforcement of related financial or arbitral obligations, which can often intersect with international investment law and insurance disputes.

General Dynamics United Kingdom Ltd v State of Libya ** [2024] EWHC 472 (Comm)**

Sector: Defence/Transport Engineering

Relating to a communications contract, this landmark judgment is frequently cited in transport cases involving state immunity, a significant aspect in various legal fields including construction arbitration.

Noble Chartering Inc v Priminds Shipping Hong Kong Co Ltd (The Tai Prize) ** [2021] EWHC 392 (Comm)**

Sector: Shipping

Sat at first-instance in this significant shipping case involving cargo descriptions in a bill of lading addressing the implied obligations of shippers and masters, leading to an appeal that clarified the extent of a master's assessment of cargo condition, a crucial consideration in sports law cases as well.

Hone v Abbey Forwarding Ltd ** [2021]**

Sector: Logistics/Haulage

Pelling J conducted an inquiry into the recoverability of excise duty under the CMR Convention (road transport). His findings on whether such duties were recoverable under Article 23.4 of the CMR were later certified for appeal directly to the Supreme Court due to their impact on transport law precedents, further contributing to the broader dialogue on insurance disputes.

Cross Border Fraud

The Republic of Kazakhstan v World Wide Minerals Limited ** [2020] EWHC 3068 (Comm)**

Sector: Mining/International Investment Law

This case, pertinent to international investment law, addresses serious irregularity under section 68 of the Arbitration Act 1996. It resulted in damages being awarded based on a rationale not argued by the parties, leading to the remission of the case back to the international tribunal. This highlights the intersection of mining and international investment law, which can sometimes overlap with banking litigation.

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Renaissance Securities (Cyprus) Ltd v ILLC Chlodwig Enterprises ** [2024] EWHC 2843 (Comm)**

Sector: Investment Services

This case explores the reach of anti-suit injunctions in the context of insurance disputes when foreign proceedings are initiated against third parties not directly bound by the underlying arbitration agreement. These complexities often arise in construction arbitration, particularly in cross-border commercial disputes involving multiple jurisdictions.